

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Vivian Woodbury

Debtor,

Compu-Link Corporation d/b/a Celink as
servicer for PHH Mortgage Co
Movant.

v.

Vivian Woodbury
Debtor/Respondent,

William C. Miller, Trustee
Additional Respondent.

BANKRUPTCY CASE NUMBER
20-13995/AMC

CHAPTER 13

11 U.S.C. § 362

NOVEMBER 24, 2020 AT 2:00 PM

Courtroom # 4

**MOTION OF COMPU-LINK CORPORATION D/B/A CELINK AS SERVICER FOR
PHH MORTGAGE CO FOR RELIEF FROM THE AUTOMATIC STAY UNDER
SECTION §362 (d) AND §1301**

Secured Creditor, Compu-Link Corporation d/b/a Celink as servicer for PHH Mortgage Co ("Movant"), by and through its undersigned counsel, pursuant to 11 U.S.C. §362, hereby seeks relief from the automatic stay to exercise and enforce its rights, without limitation, with respect to certain real property. In support of this motion, Movant avers as follows:

1. Debtor named above filed a Voluntary Petition under Chapter 13 of the United States Bankruptcy Code in the Eastern District of Pennsylvania under the above case number.
2. Movant is the holder of a secured claim against Debtor, secured only by a first mortgage lien on real estate which is the principle residence of Debtor located at 6320 Cherokee Street, Philadelphia, PA 19144 (the "Mortgaged Premises").
3. Compu-Link Corporation d/b/a Celink as servicer for PHH Mortgage Co services the loan on the property referenced in this motion for relief. In the event the automatic stay in this case is modified, this case dismisses and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Compu-Link Corporation d/b/a Celink as servicer for PHH Mortgage Co.
4. Compu-Link Corporation d/b/a Celink as servicer for PHH Mortgage Co, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly indorsed in blank. Noteholder is the original mortgagee, or beneficiary, or the assignee of the security instrument for the referenced loan.

5. The filing of the aforesaid Petition operated as an automatic stay under Section 362(a) of the Bankruptcy Code of proceedings by Movant to foreclose on the Mortgaged Premises. Movant requests relief from the automatic stay to continue with the filed mortgage foreclosure action, if any, and to take the necessary action to obtain the Mortgaged Premises.

6. Additional Respondent is the Standing Trustee appointed in this Chapter 13 proceeding.

7. Debtor has claimed an exemption in the amount of \$25,150.00 in the subject property.

8. Debtor entered into a Reverse Mortgage with Movant.

9. A default of the mortgage occurs if any of the below happens:

- a. Taxes and insurance are not being maintained;
- b. The borrower moves out of the property;
- c. The borrower passes away;
- d. If the borrower conveys the property to another individual;
- e. If the borrower doesn't make necessary repair to the property

10. Debtor has failed to maintain taxes and insurance on the property.

11. Further, this is Debtor's third bankruptcy case. The disposition of the case is as follows:

- (a) Debtor filed a Chapter 13 bankruptcy under case number 17-12803 on April 21, 2017 which was dismissed on August 7, 2018 for failure to make plan payments;
- (b) Debtor filed a Chapter 13 bankruptcy under case number 18-17999 on December 3, 2018; which was dismissed on January 7, 2020 for failure to make plan payments.
- (c) Debtor filed this Chapter 13 bankruptcy on October 6, 2020

12. The numerous Bankruptcy Case filings have served to harass, delay and stall the state court foreclosure action proceedings of Movant.

13. Movant is seeking an in rem order for relief preventing Debtor from further delaying the foreclosure action.

14. The Fair Market Value of the Mortgaged Premises is \$147,231.00, as per Debtor's Schedules. The approximate amount necessary to payoff the loan is \$148,383.93 good through October 31, 2020. The breakdown of the payoff is as follows:

Principal Balance	\$128,195.40
Accrued Interest	\$358.98
Escrow Advances made by Plaintiff	\$16,256.36
Accured MIP	\$52.69
Service Fee	\$35.00
Outstanding Advances	\$3,485.50

15. Movant's interests are being immediately and irreparably harmed. Movant is entitled to relief, from the automatic stay, pursuant to either 11 U.S.C. § 362 (d)(1) or (d)(2), because of the foregoing default and because:

- a) Movant lacks adequate protection for its interests in the Mortgaged Premises;
- b) Debtor does not have any equity in the Mortgaged Premises; and
- c) The Mortgaged Premises are not necessary to an effective reorganization or plan.

16. Movant requests that the Court waive Rule 4001(a)(3), permitting Movant to immediately implement and enforce the Court's order.

17. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

WHEREFORE, Movant respectfully moves this Court for an Order (i) granting Movant relief from the automatic stay to foreclose upon and to otherwise exercise and enforce its rights with respect to the Mortgaged Premises, (ii) awarding reasonable attorneys' fees incurred in the preparation and presentation of this motion, and (iii) granting all such other and further relief as the Court deems appropriate and necessary.

Respectfully submitted,

/s/ Kristen D. Little

Dated: November 4, 2020

S&D File #:20-065617

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